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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

CR NO. 12- 00010
CR 12
PLEA AGREEMENT FOR DEFENDANT
JOSEPH SERRANO, SR.

1. This constitutes the plea agreement between JOSEPH SERRANO, SR. ("defendant") and the United States Attorney's Office for the Central District of California ("the USAO") in the investigation of defendant's solicitation and accepting of bribes from a marijuana dispensary operator in the City of Santa Fe Springs. This agreement is limited to the USAO and cannot bind any other federal, state or local prosecuting, administrative or regulatory authorities.

1 DEFENDANT'S OBLIGATIONS

2 2. Defendant agrees to:

3 a) Give up the right to indictment by a grand jury
4 and, at the earliest opportunity requested by the USAO and
5 provided by the Court, appear and plead guilty to a single-count
6 information in the form attached to this plea agreement as
7 Exhibit A or a substantially similar form, and charges defendant
8 with soliciting, demanding, accepting, or agreeing to accept
9 bribes in violation of Title 18, United States Code,
10 Section 666(a) (1) (B) .

11 b) Not contest facts agreed to in this agreement.

12 c) Abide by all agreements regarding sentencing
13 factors contained in this agreement.

14 d) Appear for all court appearances, surrender as
15 ordered for the service of sentence, obey all conditions of any
16 bond, and obey any other ongoing court order in this matter.

17 e) Not commit any crime; however, offenses that would
18 be excluded for sentencing purposes under United States
19 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
20 § 4A1.2(c) are not within the scope of this agreement.

21 f) Be truthful at all times with Pretrial Services,
22 the United States Probation Office, and the Court.

23 g) Pay the applicable special assessment at or before
24 the time of sentencing, unless defendant lacks the ability to pay
25 and, prior to sentencing, submits a completed financial statement
26 on a form to be provided by the USAO.

27 h) Pursuant to 18 U.S.C. § 3663A(a) (3), make
28 restitution to the Federal Bureau of Investigation, in the amount

1 of \$10,000, representing the amount in undercover funds paid to
2 defendant during the investigation of this matter.

3 THE USAO'S OBLIGATIONS

4 3. The USAO agrees to:

5 a) Not contest facts agreed to in this agreement.

6 b) Abide by all agreements regarding sentencing
7 factors contained in this agreement.

8 c) At the time of sentencing, provided that defendant
9 demonstrates an acceptance of responsibility for the offense up
10 to and including the time of sentencing, recommend a two-level
11 reduction in the applicable Sentencing Guidelines offense level,
12 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,
13 move for an additional one-level reduction if available under
14 that section.

15 d) Except for criminal tax violations (including
16 conspiracy to commit such violations chargeable under 18 U.S.C.
17 § 371), not to prosecute defendant further for any other
18 violations of federal criminal laws arising out of defendant's
19 conduct described in the agreed-to factual basis set forth in
20 paragraph 9 below or for communications that defendant had with
21 dispensary operator M.E. on April 29, 2011; May 2, 2011; and
22 May 3, 2011. Defendant understands that the USAO is free to
23 prosecute defendant criminally for any other unlawful past
24 conduct or any unlawful conduct that occurs after the date of
25 this agreement. Defendant agrees that at the time of sentencing
26 the Court may consider the uncharged conduct in determining the
27 applicable Sentencing Guidelines range, the propriety and extent
28 of any departure from that range, and the sentence to be imposed

1 after consideration of the Sentencing Guidelines and all other
2 relevant factors under 18 U.S.C. § 3553(a).

3 e) Recommend that defendant be sentenced to a term of
4 imprisonment no higher than the low end of the applicable
5 Sentencing Guidelines range, provided that the offense level used
6 by the Court to determine that range is 21 or higher and provided
7 that the Court does not depart downward in offense level or
8 criminal history category. For purposes of this agreement, the
9 low end of the Sentencing Guidelines range is that defined by the
10 Sentencing Table in U.S.S.G. Chapter 5, Part A.

11 NATURE OF THE OFFENSE

12 4. In order for defendant to be guilty of the single-count
13 information, that is, soliciting, demanding, accepting, or
14 agreeing to accept bribes in violation of Title 18, United States
15 Code, Section 666(a)(1)(B), the following must be true: (1)
16 defendant was an agent of a state or local government, or any
17 agency of that government; (2) defendant solicited, demanded,
18 accepted or agreed to accept anything of value from another
19 person; (3) defendant did so corruptly with the intent to be
20 influenced or rewarded in connection with some business,
21 transaction, or series of transactions of the state or local
22 government, or agency of that government; (4) this business,
23 transaction, or series of transactions involved any thing of a
24 value of \$5,000 or more; and (5) the state or local government,
25 or agency of that government, in a one year period, received
26 benefits of more than \$10,000 under any federal program involving
27 a grant or other assistance.

PENALTIES AND RESTITUTION

5. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 666(a)(1)(B), is: 10 years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; a mandatory special assessment of \$100; and restitution as described in paragraph 2(h), above.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant understands that once the court accepts defendant's guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to revocation of probation, parole, or supervised

1 release in another case and suspension or revocation of a
2 professional license. Defendant understands that unanticipated
3 collateral consequences will not serve as grounds to withdraw
4 defendant's guilty plea.

5 8. Defendant understands that, if defendant is not a
6 United States citizen, the felony conviction in this case may
7 subject defendant to the following: removal, also known as
8 deportation, which may, under some circumstances, be mandatory;
9 denial of citizenship; and denial of admission to the United
10 States in the future. The court cannot, and defendant's attorney
11 also may not be able to, advise defendant fully regarding the
12 immigration consequences of the felony conviction in this case.
13 Defendant understands that by entering a guilty plea defendant
14 waives any claim that unexpected immigration consequences may
15 render defendant's guilty plea invalid.

16 FACTUAL BASIS

17 9. Defendant admits that defendant is, in fact, guilty of
18 this offense to which defendant is agreeing to plead guilty.
19 Defendant and the USAO agree to the statement of facts provided
20 below and agree that this statement of facts is sufficient to
21 support a plea of guilty to the charge described in this
22 agreement and to establish the Sentencing Guidelines factors set
23 forth in paragraph 11 below but is not meant to be a complete
24 recitation of all facts relevant to the underlying criminal
25 conduct or all facts known to either party that relate to that
26 conduct.

27 The City of Santa Fe Springs ("the City") is a local
28 governmental agency within the meaning of 18 U.S.C. § 666(a)(1)

1 and (d) (2), (3). The Mayor and City Council members of the City
2 are officers of the City authorized to act on behalf of the City,
3 and are agents of the City. At all relevant times, defendant was
4 an elected City Council Member of the City. From approximately
5 December 2010 to October 2011, defendant was also the Mayor of
6 the City.

7 In all relevant "one year period[s]," as that term is used
8 in 18 U.S.C. § 666(b), the City of Santa Fe Springs received over
9 \$10,000 in "Federal assistance," as that term is used in 18
10 U.S.C. § 666(b).

11 In 2010 and 2011, the Santa Fe Springs City Council was
12 discussing options for regulating marijuana dispensaries within
13 the City. Defendant was one of two City Council Members who
14 comprised a subcommittee charged by the City Council with
15 studying the issue. Among the proposals under consideration at
16 various times were restrictions on the number of dispensaries
17 operating in the City, a lottery to determine which dispensaries
18 would receive a license to operate in the City, and an outright
19 ban on dispensaries within the City limits.

20 Between September 2010 and September 29, 2011, defendant
21 made several telephone calls to and had several in-person
22 meetings with a marijuana dispensary operator (the "dispensary
23 operator") who was already operating a marijuana dispensary
24 within the City. During several of the telephone calls and in-
25 person meetings, defendant asked the dispensary operator to pay
26 defendant money. In exchange, defendant represented that he
27 would provide the dispensary operator with information about the
28 City's plans to regulate marijuana dispensaries and would do what

1 he could with regard to the City Council's consideration of the
2 marijuana dispensary issue to help the dispensary operator's
3 dispensary stay in business. On several occasions, defendant did
4 in fact provide the dispensary operator with inside information
5 regarding the City's regulation of marijuana dispensaries.

6 In late October 2010 or early November 2010, defendant met
7 with the dispensary operator at Rachada Thai restaurant in
8 Santa Fe Springs. At the meeting, defendant and the dispensary
9 operator discussed various City Council Members and their
10 positions on marijuana dispensaries. Defendant told the
11 dispensary operator that defendant could control the vote of one
12 of the other City Council members. In the same meeting,
13 defendant discussed a sick relative with high medical bills and
14 asked the dispensary operator whether he could help pay at least
15 \$1,500 towards defendant's relative's medical bills. In a
16 subsequent telephone call between defendant and the dispensary
17 operator, the dispensary operator agreed to pay defendant \$1,500.
18 In that same telephone call, defendant told the dispensary
19 operator to write up an agreement to make the \$1,500 payment look
20 like a loan. On November 10, 2010, defendant met with the
21 dispensary operator at a McDonald's restaurant in Santa Fe
22 Springs. During the meeting, the dispensary operator gave
23 defendant a personal check for \$1,500, and defendant signed the
24 loan agreement.

25 On December 8, 2010, the dispensary operator became an
26 informant for the Federal Bureau of Investigation ("FBI"). The
27 dispensary operator agreed to record conversations with defendant
28

1 and to provide the FBI with reports of conversations with
2 defendant.

3 On December 14, 2010, defendant met with the dispensary
4 operator at a Subway restaurant in La Mirada, California. During
5 the meeting, the dispensary operator asked defendant, "If
6 something happens, I know I can count on you, right?" and
7 defendant responded, "Of course." The dispensary operator then
8 paid defendant \$1,500 cash in FBI undercover funds. After making
9 the payment, the dispensary operator asked defendant, "What's in
10 it for me?" and defendant responded, among other things, "I think
11 you're gonna be fine. I think you're gonna hang in there" and
12 that defendant and another City Council member were "behind your
13 cause" and "have your back" with regard to the City's regulation
14 of dispensaries. Defendant also told the dispensary operator,
15 "And I have to say, I can't say to you directly. . . . Because
16 if I say it directly then that's you, know, . . . that's bribe
17 money, Um, we, you have, we have your back."

18 On February 9, 2011, defendant met with the dispensary
19 operator at an IHOP restaurant in La Mirada (the "La Mirada
20 IHOP"). The dispensary operator paid defendant \$3,000 cash.
21 During the meeting, the dispensary operator asked defendant,
22 among other things, "I'm gonna be straight up with you; would you
23 take care of me? I mean when it comes to --" and defendant
24 responded, among other things, "I'm gonna do everything I can,"
25 and "I will fight for you 'till the end. I'm one vote. But I
26 have to be able to -- you have to be able to trust me . . . to
27 work those other people." The dispensary operator also told
28 defendant "I'm really counting on you -- cause I really want to

1 make sure that the business expands And that if
2 something happens you got my back," to which defendant responded,
3 among other things, "Yeah," and "But the way it's going right
4 now," the City was "not looking until the end of 2012" to
5 implement any new regulation regarding dispensaries.

6 On March 17, 2011, defendant met with the dispensary
7 operator again at the La Mirada IHOP. The dispensary operator
8 paid defendant \$2,000 cash. During the meeting, defendant told
9 the dispensary operator that defendant "had to maneuver" to
10 prevent the City Council from passing a ban on marijuana
11 dispensaries. Defendant also told the dispensary operator,
12 "[B]elieve me, I'm going to do everything I can to keep you where
13 you're at," (which was operating a marijuana dispensary in the
14 City) and "I'm going to put the pressure on the rest of the
15 Council." Defendant also asked the marijuana dispensary
16 operator, "what are the chances of, of, I don't want to say being
17 put on the payroll, but on a monthly basis getting something from
18 you" Defendant stated that he was asking for "a minimum
19 of the house payment. My house payment is \$1,600," and asked the
20 dispensary operator to pay in cash to avoid "a paper trail."

21 On April 8, 2011, defendant met with the dispensary operator
22 at a Subway restaurant in La Mirada. The dispensary operator
23 paid defendant \$1,800 cash. During the meeting, the dispensary
24 operator asked, "You will shake my hand and you will say, you
25 will put a good thing with the City Council . . ." and defendant
26 replied, "Whatever I have to do."

27 On April 27, 2011, defendant was interviewed by FBI Special
28 Agents. Defendant told the agents that he had met with one

1 dispensary operator "once and that was it." Two days later, on
2 April 29, 2011, defendant met with the dispensary operator in a
3 car outside of a Cabo Taco Baja Grill restaurant in La Mirada.
4 Defendant told the dispensary operator that he had met with FBI
5 agents. The dispensary operator asked defendant, "[A]re we still
6 meeting?" and defendant responded, "Well yeah definitely," but
7 stated that defendant and the dispensary operator had to be "more
8 discreet," such as by meeting or exchanging money in a car.

9 FBI Special Agents interviewed defendant again on May 2,
10 2011. At that meeting, defendant told the agents that he had
11 met the dispensary operator twice, not once, as defendant had
12 stated in his first interview with the FBI. Defendant also
13 stated that he never received any gifts, payments, gratuities,
14 loans, or any kind of cash disbursements from any dispensary
15 operators, except for gift cards from the dispensary operator's
16 landlord, which defendant stated that defendant had donated to
17 charity. That evening, defendant called the dispensary operator
18 and told him that defendant had again been interviewed by the
19 FBI. The dispensary operator also asked defendant, "[Y]ou still
20 wanted, uh, to meet tomorrow, I think?" and defendant responded,
21 "Yeah, yeah. . . . Yeah, yeah, we still need to meet, yeah."

22 The next day, on May 3, 2011, defendant met with the
23 dispensary operator in a car outside of a Sizzler restaurant in
24 La Mirada. The dispensary operator paid defendant \$1,700 cash.
25 Defendant told the dispensary operator that the City had to "do
26 something" because the City had "so many" marijuana dispensaries.
27 Defendant told the dispensary operator that defendant would do
28 "[w]hatever I can do" to take care of the dispensary operator.

1 On June 2, 2011, the dispensary operator called defendant
2 and dispensary operator and defendant agreed not to meet or talk
3 for awhile. Thereafter, the dispensary operator received a
4 letter from the City asking him to cease and desist his
5 dispensary operations by September 26, 2011. Such letters were
6 sent by the City to all marijuana dispensaries known to the City.

7 On September 8, 2011, defendant approached the dispensary
8 operator after a Santa Fe Springs City Council Meeting and told
9 the dispensary operator that he wanted to meet the following
10 week. Defendant and the dispensary operator thereafter arranged
11 to meet and did meet on September 14, 2011, at the La Mirada
12 IHOP. During the meeting, defendant told the dispensary operator
13 that defendant needed one more payment from the dispensary
14 operator by Friday, September 16, 2011, so that defendant could
15 pay his mortgage. The dispensary operator asked defendant
16 whether the dispensary operator could count on defendant when the
17 time came for him to apply for a dispensary license from the
18 City, and defendant replied that he was "only one" but he would
19 try to get other City Council members to approve the license.
20 The dispensary operator also asked defendant whether defendant
21 would "take care of" the dispensary operator, to which defendant
22 responded, "I've always told you that I would do everything I can
23 and I always have." Defendant and the dispensary operator met
24 again on September 15, 2011, in a car outside of the La Mirada
25 IHOP. During the meeting, defendant stated that defendant would
26 do "anything and everything he can" to make sure that the
27 dispensary operator obtained a dispensary license from the City.

1 Defendant and the dispensary operator also met on
2 September 26, 2011, in a car outside a Home Depot store in
3 La Mirada. At that meeting, the dispensary operator told
4 defendant that he had closed his dispensary as of that day.
5 Defendant told the dispensary operator that the City planned to
6 shut down only five dispensaries initially, and that the
7 dispensary operator's dispensary was not among the five, stating,
8 "You are safe for at least two to three weeks at least."
9 Defendant also told the dispensary operator that defendant would
10 find out more information for the dispensary operator at a closed
11 session City Council meeting that Thursday. Defendant repeated
12 several times that he needed \$1600 to pay his mortgage, and told
13 the dispensary operator "I told you I would help you" and "I told
14 you I would be loyal to you." Defendant and the dispensary
15 operator also discussed whether "the feds" were investigating in
16 the City and what would happen if "they know that I am talking to
17 you right now."

18 Defendant and the dispensary operator spoke a final time on
19 September 29, 2011, via telephone. During that call, the
20 dispensary operator asked defendant whether it was okay for his
21 dispensary to be open and whether defendant had his back on that.
22 Defendant responded, "Yeah, yeah."

23 Defendant accepted each of the above-described payments and
24 solicited payment from the dispensary operator in September 2011
25 corruptly and with the intent to be influenced or rewarded in
26 connection with the business of the City, namely the regulation
27 of marijuana dispensaries within the City. The parties agree
28

1 that \$10,000 of the funds that defendant accepted from the
2 dispensary operator were undercover funds provided by the FBI.

3 SENTENCING FACTORS

4 10. Defendant understands that in determining defendant's
5 sentence the Court is required to calculate the applicable
6 Sentencing Guidelines range and to consider the range, possible
7 departures under the Sentencing Guidelines, and the other
8 sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant
9 understands that the Sentencing Guidelines are advisory only,
10 that defendant cannot have any expectation of receiving a
11 sentence within the calculated Sentencing Guidelines range, and
12 that after considering the Sentencing Guidelines and the other
13 § 3553(a) factors, the Court will be free to exercise its
14 discretion to impose any sentence it finds appropriate up to the
15 maximum set by statute for the crime of conviction.

16 11. Defendant and the USAO agree and stipulate to the
17 following applicable sentencing guideline factors:

18	Base Offense Level	:	14	[U.S.S.G. § 2C1.1(a)]
19	Specific Offense			
20	Characteristics			
21	Offense involving more			
	than one bribe/extortion :	+2		[U.S.S.G. § 2C1.1(b) (1)]
22	More than \$10,000			
	obtained by defendant :	+4		[U.S.S.G. § 2C1.1(b) (2),
23				2B1.1(b) (1) (C)]
24	Offense involving an			
	elected official :	+4		[U.S.S.G. § 2C1.1(b) (3)]
25	Adjustments			
26	Acceptance of			
	Responsibility :	-3		[U.S.S.G. § 3E1.1]
27				
28	Total Offense Level	:	21	

1 The USAO will agree to a two-level downward adjustment for
2 acceptance of responsibility (and, if applicable, move for an
3 additional one-level downward adjustment under U.S.S.G.
4 § 3E1.1(b)) only if the conditions set forth in paragraph 3(c) are
5 met. Subject to paragraph 25 below, defendant and the USAO agree
6 not to seek, argue, or suggest in any way, either orally or in
7 writing, that any other specific offense characteristics,
8 adjustments, or departures relating to the offense level be
9 imposed. Defendant agrees, however, that if, after signing this
10 agreement but prior to sentencing, defendant were to commit an
11 act, or the USAO were to discover a previously undiscovered act
12 committed by defendant prior to signing this agreement, which
13 act, in the judgment of the USAO, constituted obstruction of
14 justice within the meaning of U.S.S.G. § 3C1.1, the USAO would be
15 free to seek the enhancement set forth in that section.

16 12. Defendant understands that there is no agreement as to
17 defendant's criminal history or criminal history category.

18 13. Defendant and the USAO reserve the right to argue for a
19 sentence outside the sentencing range established by the
20 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
21 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

22 WAIVER OF CONSTITUTIONAL RIGHTS

23 14. Defendant understands that by pleading guilty,
24 defendant gives up the following rights:

- 25 a) The right to persist in a plea of not guilty.
- 26 b) The right to a speedy and public trial by jury.
- 27 c) The right to be represented by counsel – and, if
28 necessary, have the court appoint counsel – at trial. Defendant

1 understands, however, that, despite defendant's guilty plea,
2 defendant retains the right to be represented by counsel - and,
3 if necessary, have the Court appoint counsel - at every other
4 stage of the proceeding.

5 d) The right to be presumed innocent and to have the
6 burden of proof placed on the government to prove defendant
7 guilty beyond a reasonable doubt.

8 e) The right to confront and cross-examine witnesses
9 against defendant.

10 f) The right to testify and to present evidence in
11 opposition to the charges, including the right to compel the
12 attendance of witnesses to testify.

13 g) The right not to be compelled to testify, and, if
14 defendant chose not to testify or present evidence, to have that
15 choice not be used against defendant.

16 h) Any and all rights to pursue any affirmative
17 defenses, Fourth Amendment or Fifth Amendment claims, and other
18 pretrial motions that have been filed or could be filed.

19 WAIVER OF APPEAL OF CONVICTION

20 15. Defendant understands that, with the exception of an
21 appeal based on a claim that defendant's guilty plea was
22 involuntary, by pleading guilty defendant is waiving and giving
23 up any right to appeal defendant's conviction on the offense to
24 which defendant is pleading guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 16. Defendant agrees that, provided that the Court imposes
27 a total term of imprisonment on all counts of conviction of no
28 more than 46 months, defendant waives and gives up the right to

1 appeal all of the following: (a) the procedures and calculations
2 used to determine and impose any portion of the sentence, and the
3 manner in which any portion of the sentence was calculated;
4 (b) the term of imprisonment imposed by the Court; (c) the fine
5 imposed by the Court, and the manner in which the fine was
6 determined, provided the fine is within the statutory maximum;
7 (d) the amount and terms of any restitution order, provided it
8 requires payment of no more than \$10,000; (e) the term of any
9 probation or supervised release imposed by the Court; and (f) any
10 condition of probation or supervised release imposed by the
11 Court.

12 17. Defendant also gives up any right to bring a
13 post-conviction collateral attack on the conviction or sentence,
14 including any order of restitution, except a post-conviction
15 collateral attack based on a claim of ineffective assistance of
16 counsel, a claim of newly discovered evidence, or an explicitly
17 retroactive change in the applicable Sentencing Guidelines,
18 sentencing statutes, or statutes of conviction.

19 18. The USAO agrees that, provided (a) all portions of the
20 sentence are at or below the statutory maximum specified above
21 and (b) the Court imposes a term of imprisonment of no less than
22 37 months, the USAO gives up its right to appeal any portion of
23 the sentence.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 19. Defendant agrees that if, after entering a guilty plea
26 pursuant to this agreement, defendant seeks to withdraw and
27 succeeds in withdrawing defendant's guilty plea on any basis
28 other than a claim and finding that entry into this plea

1 agreement was involuntary, then (a) the USAO will be relieved of
2 all of its obligations under this agreement; and (b) should the
3 USAO choose to pursue any charge or any civil, administrative, or
4 regulatory action that was either dismissed or not filed as a
5 result of this agreement, then (i) any applicable statute of
6 limitations will be tolled between the date of defendant's
7 signing of this agreement and the filing commencing any such
8 action; and (ii) defendant waives and gives up all defenses based
9 on the statute of limitations, any claim of pre-indictment delay,
10 or any speedy trial claim with respect to any such action, except
11 to the extent that such defenses existed as of the date of
12 defendant's signing this agreement.

13 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

14 20. Defendant agrees that if the count of conviction is
15 vacated, reversed, or set aside, both the USAO and defendant will
16 be released from all their obligations under this agreement.

17 EFFECTIVE DATE OF AGREEMENT

18 21. This agreement is effective upon signature and
19 execution of all required certifications by defendant,
20 defendant's counsel, and an Assistant United States Attorney.

21 BREACH OF AGREEMENT

22 22. Defendant agrees that if defendant, at any time after
23 the signature of this agreement and execution of all required
24 certifications by defendant, defendant's counsel, and an
25 Assistant United States Attorney, knowingly violates or fails to
26 perform any of defendant's obligations under this agreement ("a
27 breach"), the USAO may declare this agreement breached. All of
28 defendant's obligations are material, a single breach of this

1 agreement is sufficient for the USAO to declare a breach, and
2 defendant shall not be deemed to have cured a breach without the
3 express agreement of the USAO in writing. If the USAO declares
4 this agreement breached, and the Court finds such a breach to
5 have occurred, then: (a) if defendant has previously entered a
6 guilty plea pursuant to this agreement, defendant will not be
7 able to withdraw the guilty plea, and (b) the USAO will be
8 relieved of all its obligations under this agreement.

9 23. Following the Court's finding of a knowing breach of
10 this agreement by defendant, should the USAO choose to pursue any
11 charge or any civil, administrative, or regulatory action that
12 was either dismissed or not filed as a result of this agreement,
13 then:

14 (a) Defendant agrees that any applicable statute of
15 limitations is tolled between the date of defendant's signing of
16 this agreement and the filing commencing any such action.

17 (b) Defendant waives and gives up all defenses based
18 on the statute of limitations, any claim of pre-indictment delay,
19 or any speedy trial claim with respect to any such action, except
20 to the extent that such defenses existed as of the date of
21 defendant's signing this agreement.

22 (c) Defendant agrees that: (i) any statements made by
23 defendant, under oath, at the guilty plea hearing (if such a
24 hearing occurred prior to the breach); (ii) the agreed upon
25 factual basis statement in this agreement; and (iii) any evidence
26 derived from such statements, shall be admissible against
27 defendant in any such action against defendant, and defendant
28 waives and gives up any claim under the United States

1 Constitution, any statute, Rule 410 of the Federal Rules of
2 Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure,
3 or any other federal rule, that the statements or any evidence
4 derived from the statements should be suppressed or are
5 inadmissible.

6 COURT AND PROBATION OFFICE NOT PARTIES

7 24. Defendant understands that the Court and the United
8 States Probation Office are not parties to this agreement and
9 need not accept any of the USAO's sentencing recommendations or
10 the parties' agreements to facts or sentencing factors.

11 25. Defendant understands that both defendant and the USAO
12 are free to: (a) supplement the facts by supplying relevant
13 information to the United States Probation Office and the Court,
14 (b) correct any and all factual misstatements relating to the
15 Court's Sentencing Guidelines calculations and determination of
16 sentence, and (c) argue on appeal and collateral review that the
17 Court's Sentencing Guidelines calculations and the sentence it
18 chooses to impose are not error, although each party agrees to
19 maintain its view that the calculations in paragraph 11 are
20 consistent with the facts of this case. While this paragraph
21 permits both the USAO and defendant to submit full and complete
22 factual information to the United States Probation Office and the
23 Court, even if that factual information may be viewed as
24 inconsistent with the facts agreed upon in this agreement, this
25 paragraph does not affect defendant's and the USAO's obligations
26 not to contest the facts agreed upon in this agreement.

27 26. Defendant understands that even if the Court ignores
28 any sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed upon, and/or imposes any sentence up
2 to the maximum established by statute, defendant cannot, for that
3 reason, withdraw defendant's guilty plea, and defendant will
4 remain bound to fulfill all defendant's obligations under this
5 agreement. Defendant understands that no one -- not the
6 prosecutor, defendant's attorney, or the Court -- can make a
7 binding prediction or promise regarding the sentence defendant
8 will receive, except that it will be within the statutory
9 maximum.

10 NO ADDITIONAL AGREEMENTS

11 27. Defendant understands that, except as set forth herein,
12 there are no promises, understandings, or agreements between the
13 USAO and defendant or defendant's attorney, and that no
14 additional promise, understanding, or agreement may be entered
15 into unless in a writing signed by all parties or on the record
16 in court.

17 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

18 28. The parties agree that this agreement will be
19 considered part of the record of defendant's guilty plea hearing

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1 as if the entire agreement had been read into the record of the
2 proceeding.

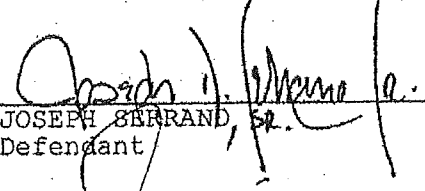
3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA


6 ANDRÉ BIROTTE JR.
7 United States Attorney

8 
9 MARGARET L. CARTER
10 Assistant United States Attorney

06-27-2012
Date

11 
12 JOSEPH SERRANO, Sr.
13 Defendant

06-27-2012
Date

14 
15 DOMINIC CANTALUPO
16 Attorney for Defendant
17 JOSEPH SERRANO

6/27/12
Date

18 CERTIFICATION OF DEFENDANT

19 I am fluent in the spoken and written English language. I
20 have read this agreement in its entirety. I have had enough time
21 to review and consider this agreement, and I have carefully and
22 thoroughly discussed every part of it with my attorney. I
23 understand the terms of this agreement, and I voluntarily agree
24 to those terms. I have discussed the evidence with my attorney,
25 and my attorney has advised me of my rights, of possible pretrial
26 motions that might be filed, of possible defenses that might be
27 asserted either prior to or at trial, of the sentencing factors
28 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing

1 Guidelines provisions, and of the consequences of entering into
2 this agreement. No promises, inducements, or representations of
3 any kind have been made to me other than those contained in this
4 agreement. No one has threatened or forced me in any way to
5 enter into this agreement. I am satisfied with the
6 representation of my attorney in this matter, and I am pleading
7 guilty because I am guilty of the charges and wish to take
8 advantage of the promises set forth in this agreement, and not
9 for any other reason.

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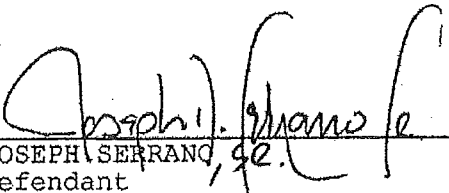
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JOSEPH SERRANO, 42.
Defendant

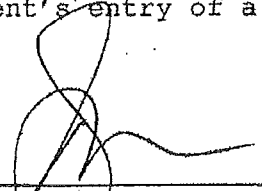
06-27-2012
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Joseph Serrano's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual

1 basis set forth in this agreement is sufficient to support my
2 client's entry of a guilty plea pursuant to this agreement.

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DOMINIC CANTALUPO
Attorney for Defendant
JOSEPH SERRANO

6/27/2012
Date

Exhibit A

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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
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11 UNITED STATES OF AMERICA,) No.
12 Plaintiff,) I N F O R M A T I O N
13 v.) [18 U.S.C. § 666(a)(1)(B):
14 JOSEPH SERRANO,) Bribery Concerning Programs
15 Defendant.) Receiving Federal Funds]
16

17 The United States Attorney charges:

18 [18 U.S.C. § 666(a)(1)(B)]

19 1. At all times relevant to this Indictment:

20 a. The City of Santa Fe Springs was a local
21 government that received federal assistance in excess of \$10,000
22 during the one-year period beginning October 1, 2010 and ending
23 September 30, 2011.

24 b. Defendant JOSEPH SERRANO ("SERRANO") was at all
25 times relevant to this information an agent of the City of
26 Santa Fe Springs. Specifically, SERRANO was a member of the City
27 Council of Santa Fe Springs from at least in or about
28 January 2010 until in or about October 2011. From in or about

MLC:mlc

1 December 2010 to in or about October 2011, SERRANO was also Mayor
2 of the City of Santa Fe Springs.

3 2. Beginning on or about October 23, 2010 and continuing
4 until on or about September 30, 2011, in Los Angeles County,
5 within the Central District of California, and elsewhere,
6 defendant JOSEPH SERRANO corruptly solicited, demanded, and
7 agreed to accept things of value, namely cash payments, intending
8 to be influenced and rewarded in connection with the business, a
9 transaction, and a series of transactions of the City of Santa Fe
10 Springs involving a thing of value of \$5,000 or more.

11
12 ANDRÉ BIROTTE JR.
13 United States Attorney

14
15 ROBERT E. DUGDALE
16 Assistant United States Attorney
Chief, Criminal Division

17 LAWRENCE S. MIDDLETON
18 Assistant United States Attorney
19 Chief, Public Corruption & Civil Rights
Section

20 MARGARET L. CARTER
21 Assistant United States Attorney
22 Public Corruption & Civil Rights Section
23
24
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1 **CERTIFICATE OF SERVICE**

2 I, **GEORGINA MORENO**, declare:

3 That I am a citizen of the United States and resident or employed in Los Angeles County,
4 California; that my business address is the Office of the United States Attorney, United States
5 Courthouse, 312 North Spring Street, Los Angeles, California, 90012; that I am over the age of
6 eighteen years, and am not a party to the above-entitled action;

7 That I am employed by the United States Attorney for the Central District of California
8 who is a member of the Bar of the United States District Court for the Central District of
9 California, at whose direction I served a copy of:
10

11 **PLEA AGREEMENT FOR DEFENDANT JOSEPH SERRANO, SR.**

12 **service was:**

13 ☐ Placed in a closed
14 envelope, for collection
15 and interoffice delivery
16 addressed as follows:

☒ Placed in a sealed
envelope for collection and
Mailing via United States Mail,
addressed as follows:

17 ☐ Electronic Mail

☐ By facsimile as follows:

18 ☐ By hand delivery

☐ By federal express as follows:

19
20 **DOMINIC CANTALUPO, ESQ.**
21 **100 WILSHIRE BLVD., STE. 950**
22 **SANTA MONICA, CA 90401-1145**

23 This Certificate is executed on, **June 28, 2012**, Los Angeles, California.

24 I certify under penalty of perjury that the foregoing is true and correct.

25
26 
27 **GEORGINA MORENO**
28